

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W38XGR-4188-2324		PAGE 1 OF 32		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912EQ-04-T-0047		6. SOLICITATION ISSUE DATE 30-Jul-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VERNEDA B. JOYNER			b. TELEPHONE NUMBER (No Collect Calls) (901)544-3616		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 20 Aug 2004	
9. ISSUED BY US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894		CODE W912EQ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 336611 SIZE STANDARD:1,000			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
TEL: FAX:					13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE	16. ADMINISTERED BY			CODE		
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY			CODE		
TEL:		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL:		EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )      42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

REFURBISH FLEET BARGE #722:

THE CONTRACTOR IS TO PROVIDE ALL LABOR AND MATERIAL REQUIRED TO PERFORM SANDBLASTING/WATER WASHING/PAINTING AND INSTALLATION OF FLUID FILM FOR ST. LOUIS FLEET BARGE #722. ALL WORK WILL BE PERFORMED AT ENSLEY ENGINEER YARD, 2915 RIVERPORT ROAD, MEMPHIS, TN 38109.

ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND DEPARTMENT OF LABOR WAGE DETERMINATION NO. 1994-2495, REVISION NO. 26, DATED 05/27/2004.

PURCHASE REQUEST NUMBER: W38XGR-4188-2324

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 NET AMT

**SITE VISIT:** The site visit is scheduled for **05 AUGUST 2004**. Bidders desiring a site visit shall contact, Terry Phifer, 901-785-6067, at least one day prior to the scheduled site visit.

Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract.

**ST. LOUIS FLEET BARGE 722**  
**Sandblasting/Painting/Fluid Film Installation**

**SPECIFICATIONS**

Work to be performed is sandblasting/water washing/painting and installation of fluid film. Fleet barge 731 is 153 ft long, 35 ft. wide and has a 7 ft. draft. The barge will be dry-docked at Ensley Engineer Yard, 2915 Riverport Road, Memphis, TN 38109 and available for contractor inspection approximately 26 July 2004. All work is to be performed at this location and completed by 1 November 2004.

Normal business hours at Ensley Engineer Yard are 0700-1530 Monday through Friday. Contractor hours may be adjusted by coordinating with the Shops Unit Supervisors and Security Personnel. Point of contact will be Terry Phifer, 901-785-6067.

GENERAL NOTES  
SAFETY REQUIREMENTS

1. Contractors are required to adhere to Corps of Engineers safety policies. Safety information can be obtained from Edward McNamara, Safety Officer, at 901-544-3601.
  - a. ACCIDENT PREVENTION PROGRAM: Prior to work commencement, the contractor's site-specific accident prevention plan, **(to be submitted with contractor's quote)** is to be reviewed and found acceptable by the Safety Office. The US Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, 3 November 2004, Appendix A provides a Minimum Basic Outline for Accident Prevention Plans.
  - b. ACCIDENT INVESTIGATIONS AND REPORTING: Report all accidents immediately to the Contracting Officer. Additionally, the contractor shall thoroughly investigate the accident and submit the findings of the investigation along with appropriate corrective actions to the contracting Officer on ENG Form 3394 as soon as possible but no later than two [2] working days following the accident. Implement corrective actions as soon as reasonably possible.
  - c. SUPERVISOR'S RESPONSIBILITIES: For job related injuries which require medical treatment, a supervisor of the injured employee shall accompany the injured employee to the medical treatment facility and explain the employee's regular duties and the availability of "Light Duty" so the injured employee can return to work as soon as medically possible.
  - d. MACHINERY AND MECHANIZED EQUIPMENT: All equipment shall be inspected prior to use on this contract by a Government Quality Assurance Inspector from the Physical Support Branch at Ensley Engineer Yard. All equipment shall be re-inspected prior to use any time it is removed and subsequently returned to the contract site for use. Documentation of equipment inspections shall be made available to the Contracting Officer upon request. All equipment shall be equipped with proper safety guards.
  - e. FIRST-AID/CPR REQUIREMENTS. Two employees shall be certified in CPR and first-aid per shift/per site.
2. Contractor is to provide all labor and material for the entire scope of work. No government equipment will be available for contractor use.
3. The contractor will be responsible for damages and repairs to any Corps of Engineers equipment associated with the project. At project completion the Contractor and the Dockmaster will make a joint visual inspection of the project location and needed repairs will be noted and made immediately.
4. Contractor will be responsible for containment and disposal of all waste generated during the project. No waste of any kind is to enter the lake.
5. The barge will be moved 1 [one] time at government expense to allow completion of sandblasting and painting. Expense of additional moves will be borne by the contractor.
6. All areas and equipment not requiring painting will be totally protected from blast media and over sprays. All electrical and mechanical equipment on the deck is to be sealed prior to sandblasting. All hatches will be covered prior to sandblasting.
7. Contractor must contact Gerald Townsell or Jerry Britton at 901-785-6058 to arrange for placement of contractor equipment.
8. All contractor equipment will be removed immediately from government property at job completion.

AREAS TO BE SANDBLASTED

The entire surface of the hull and sides from the deck down is to be sandblasted to the SSPC SP 10 standard [near-white blast cleaning]. Rubber fenders are not to be blasted or painted.

HIGH PRESSURE WASH/POWER TOOL CLEAN AREAS

## DECK

All failed and loosely adhering areas will be power tool cleaned to a minimum of SSPC-SP3 [Power Tool Cleaning]. Spot prime all cleaned and bare areas with the surface tolerant base coat. High-pressure water clean [750 psi minimum] the complete deck surface utilizing DEV-Prep 88 or equal and followed by a fresh water wash. Cleaner shall be biodegradable and shall micro-clean the surface of dirt, grime, oil, grease, etc. It shall be applied as specified by the manufacturer.

## PAINTED SURFACES AND COLORS

### 1. HULL/SIDES

The coating system shall be composed of the following coating types:

- a. self-priming epoxy base coat [surface tolerant base coat]
- b. flake reinforced abrasion resistant epoxy barrier coat
- c. fade resistant urethane top coat

The hull/sides finished color coat is to be black color number 17038. The contractor shall select one of these pre-qualified systems. However, systems may not be "mixed". The proprietary coating systems are as follows:

	Ameron	Jotan Valspar	BLP Mobile	Carboline
Base Coat	Amercoat 370	SAVAPON V65	MOPOXY-PLUS	Carboline 890
Barrier Coat	Amerlock 400GF	MARATHON	MOPOXY- PLUS-FG	Carboglas 1209
Top Coat	Amerlock 450HS	V40/95 Series	MOTHANE HS-900	Carbothane 134HG

### 2. HULL MARKING/DRAFT MARKS

Any hull markings and draft marks are to be painted white.

Color/FS595---White 27880

### 3. FILM THICKNESS MEASUREMENTS

- a. All steel surfaces shall be coated with a base coat to a minimum of dry film thickness of 8 mils
- b. All surfaces shall be over-coated [over the base coat] with a barrier coat to a minimum dry film thickness of 12 mils not including the base coat.
- c. Lettering and numerals shall be coated with the top coat over the barrier coat to a minimum dry film thickness of 4 mils.

The number of coats is not specified. The contractor is required to provide the number of coats necessary to attain the dry film thickness required. Thickness applied per coat shall not exceed the manufacturer's recommended maximum thickness per coat. Dry film thickness measurements for each applied coating type shall be taken as follows:

1. One reading every 200 square feet, uniformly distributed.

#### 4. DECK AND ACCESSORIES

COLOR SCHEDULE: Colors shall remain as is, unless specified otherwise.

DECK AREAS	COLOR/FS95 NUMBER
Deck	Deck Red/10076
Manhole covers/deck rings	Yellow/13655
Deck fittings	Black/17038
Deck fittings trim	Yellow/13655
Handrails	Aluminum/16440
Electrical Enclosures	Orange/12197
Piping and pipe brackets	Aluminum/16440
Light Stanchions	Aluminum/16440
Winches	Orange/12197
Hinged boat access plates	Yellow/13655

Deck fittings for guiding or securing cables or rope shall be black with yellow trim on the ends [same as present]. Trim will be about 5" wide with the width consistent for each individual fitting type. Do not paint equipment nametags.

#### 5. PAINT APPLICATION

- a. Coat the entire deck and the cable and rope handling deck fittings surfaces with the surface tolerant base coat for a total dry film thickness of 8 mils minimum. Over coat [over the base coat] with the barrier coat [deck red] an additional 8 mils dry film thickness minimum. Overcoat [over the barrier coat] the cable and rope handling deck fittings with the colors in number 4 above, for a total dry film thickness of 4 mils minimum.
- b. Coat all remaining deck accessories [handrails, piping, light stanchions, electrical enclosures, winches, etc.] with the surface tolerant base coat for a total dry film thickness of 8 mils minimum. Overcoat [over the base coat] with the colors in number 4 above, for a total dry film thickness of 4-mil minimum.

#### 6. NON-SKID ADDITIVE

- a. Non-skid additive consisting of aluminum oxide #16 grit at a rate of 5 lbs./gal. shall be added to the last coat on all exposed deck surfaces. Do not apply grit to deck fittings.

#### FLUID FILM LIQUID A APPLICATION

Fluid Film Liquid A is a non-drying, non-toxic, non-solvent, anti-corrosive coating. Fluid Film is made by Eureka Chemical Co., 732 Thimble Shoals Blvd, Ste, 302B, Newport News, VA 23606, 757-873-1355.

The barge has 10 [ten] interior holds, or compartments with an existing coating of red lead paint [see lead analysis test for concentrations]. Coating at floor level has badly deteriorated and is covered with heavy rust scale. Coating on vertical sections and on overhead appears essentially intact, but with patches of rust—some heavy.

#### 7. SURFACE PREPARATION

- a. Some compartments or holds have standing water in them. Water must be pumped out. Fluid Film A displaces water and may be applied to damp surfaces. However, surfaces to be coated shall be dry to the touch.
- b. Existing coating and rust build-up will not be removed [Except as noted in paragraph 7]. Disturbance of the existing surface will be kept to a minimum. If necessary to remove a section of existing coating or rust build-up the surface shall not be cleaned by shot blast or other methods that may create substantial dust.

#### 7.1. APPLICATION

- a. Apply Fluid Film A using an airless spray. Apply two coats to the bottom deck, bottom structural members, and 12 inches up the side walls. Apply one coat to side walls, overhead, and remaining structural members. Coat overhead first, sidewalls next, and bottom last. Be sure and coat back and undersides of structural members. Allow an overnight soak-in period before applying a second coat.
- b. Apply Fluid Film A at the rate of 8,000 to 11,000 sq. ft. per 55-gal drum. Apply at a lower rate on unruddered or rusted surfaces without build-up, and at a higher rate where there is a built up rust coating.

#### 8. GENERAL NOTES FOR APPLICATION OF MATERIALS

- a. Manufacturer's instructions for application, curing and drying time between coats shall be followed. Painting practices shall comply with applicable federal, state, and local laws enacted to ensure compliance with Federal Clean Air Standards.
- b. Paints that have exceeded the closed shelf life or pot life recommended by the manufacturer shall not be used.
- c. At the time of application paint shall show no signs of deterioration. Paint that has deteriorated in any manner shall not be used and shall be removed from the site.
- d. Within 8 [eight] hours after cleaning and prior to the deposition of any detectable moisture, contaminants, or corrosion, all surfaces blast cleaned to SSPC SP 10 shall be cleaned of dust and abrasive particle by brush, vacuum cleaner, and /or blown down with clean, dry, compressed air, and given the first coat of paint.
- e. Paint shall be applied by spray, except the areas inaccessible to spraying shall be brushed.
- f. Painting in the vicinity of mechanical or electrical equipment shall be applied by brush if there is a possibility of over-sprays on critical components.
- g. Uniform suspension of pigments shall be maintained during application. Each coat of paint shall be applied so dry film shall be of uniform thickness and free from holidays, bubbles, blisters, laps, excessive or unsightly brush marks, runs, drops, ridges, waves, pinholes, or other voids, and variations in color, texture, and finish. Special attention shall be given to ensure that all edges, corners, crevices, seams, junctions of joining members, interior angles, corrosion pits, welds, bolts, rivets, and similar surface irregularities receive a film thickness equal to that of adjacent painted surfaces.
- h. All coats of all painted surfaces shall be unscarred and completely integral at the time of application of succeeding coats.
- i. All painting shall be accomplished before launching the vessel. The vessel shall not be launched before inspection and acceptance by the government.

#### 9. TOUCH UP PAINT

Contractor shall supply the Corps of Engineers with the following epoxy paints to be used for touch-up. Paint shall be the same as used on the barge and shall be in one gal. units. Paint shall be placed on the barge at job completion.

- a. 2 gal. Base coat
- b. 1 gal. Barrier coat, black/17038
- c. 1 gal. Barrier coat, deck red/10076

d. 8 lbs. Non-skid additive

10. FINAL INSPECTION

All painting shall be jointly inspected by the Contractor and the Government Representative. Any defects or damage in the coating system shall be repaired by the Contractor as necessary before acceptance by the government. The Contractor shall warranty the coating system for one calendar year, commencing at final inspection. The Contractor shall repair any coating failures during this time period at his cost.

94-2495 TN, MEMPHIS

WAGE DETERMINATION NO: 94-2495 REV (26) AREA: TN, MEMPHIS

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2496

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2495  
William W. Gross Division of | Revision No.: 26  
Director Wage Determinations | Date Of Revision: 05/27/2004

States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis  
Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, McCracken  
Mississippi Counties of Benton, De Soto, Marshall, Tippah  
Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton, Weakley

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.84
01012 - Accounting Clerk II	11.10
01013 - Accounting Clerk III	13.41
01014 - Accounting Clerk IV	14.87
01030 - Court Reporter	15.24
01050 - Dispatcher, Motor Vehicle	13.75
01060 - Document Preparation Clerk	11.52

01070 - Messenger (Courier)	9.64
01090 - Duplicating Machine Operator	10.63
01110 - Film/Tape Librarian	11.01
01115 - General Clerk I	8.37
01116 - General Clerk II	9.36
01117 - General Clerk III	11.81
01118 - General Clerk IV	13.96
01120 - Housing Referral Assistant	17.63
01131 - Key Entry Operator I	10.61
01132 - Key Entry Operator II	11.05
01191 - Order Clerk I	10.61
01192 - Order Clerk II	12.26
01261 - Personnel Assistant (Employment) I	11.61
01262 - Personnel Assistant (Employment) II	13.72
01263 - Personnel Assistant (Employment) III	15.42
01264 - Personnel Assistant (Employment) IV	16.36
01270 - Production Control Clerk	13.26
01290 - Rental Clerk	13.28
01300 - Scheduler, Maintenance	13.53
01311 - Secretary I	13.53
01312 - Secretary II	15.27
01313 - Secretary III	17.91
01314 - Secretary IV	19.91
01315 - Secretary V	22.04
01320 - Service Order Dispatcher	13.56
01341 - Stenographer I	12.38
01342 - Stenographer II	14.56
01400 - Supply Technician	14.06
01420 - Survey Worker (Interviewer)	14.84
01460 - Switchboard Operator-Receptionist	10.52
01510 - Test Examiner	15.27
01520 - Test Proctor	15.27
01531 - Travel Clerk I	10.47
01532 - Travel Clerk II	11.13
01533 - Travel Clerk III	12.01
01611 - Word Processor I	12.01
01612 - Word Processor II	13.78
01613 - Word Processor III	15.28
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.35
03041 - Computer Operator I	12.40
03042 - Computer Operator II	14.80
03043 - Computer Operator III	17.16
03044 - Computer Operator IV	19.08
03045 - Computer Operator V	21.12
03071 - Computer Programmer I (1)	16.29
03072 - Computer Programmer II (1)	21.53
03073 - Computer Programmer III (1)	25.94
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.50
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.40

05000 - Automotive Service Occupations		
05005 - Automotive Body Repairer, Fiberglass		18.19
05010 - Automotive Glass Installer		14.13
05040 - Automotive Worker		14.16
05070 - Electrician, Automotive		15.82
05100 - Mobile Equipment Servicer		12.40
05130 - Motor Equipment Metal Mechanic		15.82
05160 - Motor Equipment Metal Worker		14.16
05190 - Motor Vehicle Mechanic		15.82
05220 - Motor Vehicle Mechanic Helper		11.49
05250 - Motor Vehicle Upholstery Worker		14.16
05280 - Motor Vehicle Wrecker		14.16
05310 - Painter, Automotive		15.00
05340 - Radiator Repair Specialist		14.16
05370 - Tire Repairer	11.65	
05400 - Transmission Repair Specialist		15.62
07000 - Food Preparation and Service Occupations		
(not set) - Food Service Worker		7.71
07010 - Baker	10.16	
07041 - Cook I	8.65	
07042 - Cook II	10.16	
07070 - Dishwasher	7.21	
07130 - Meat Cutter	12.98	
07250 - Waiter/Waitress	7.44	
09000 - Furniture Maintenance and Repair Occupations		
09010 - Electrostatic Spray Painter		15.48
09040 - Furniture Handler		10.26
09070 - Furniture Refinisher		15.48
09100 - Furniture Refinisher Helper		11.91
09110 - Furniture Repairer, Minor		13.71
09130 - Upholsterer	15.48	
11030 - General Services and Support Occupations		
11030 - Cleaner, Vehicles		9.56
11060 - Elevator Operator		8.30
11090 - Gardener		12.62
11121 - House Keeping Aid I		7.36
11122 - House Keeping Aid II		8.30
11150 - Janitor	9.30	
11210 - Laborer, Grounds Maintenance		10.13
11240 - Maid or Houseman		7.56
11270 - Pest Controller	11.30	
11300 - Refuse Collector		10.36
11330 - Tractor Operator		12.66
11360 - Window Cleaner		9.63
12000 - Health Occupations		
12020 - Dental Assistant		13.84
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.10	
12071 - Licensed Practical Nurse I		11.74
12072 - Licensed Practical Nurse II		13.16
12073 - Licensed Practical Nurse III		14.72
12100 - Medical Assistant	11.53	
12130 - Medical Laboratory Technician		13.73
12160 - Medical Record Clerk		11.24

12190 - Medical Record Technician	13.54	
12221 - Nursing Assistant I	8.38	
12222 - Nursing Assistant II	9.43	
12223 - Nursing Assistant III	10.34	
12224 - Nursing Assistant IV	11.60	
12250 - Pharmacy Technician	12.48	
12280 - Phlebotomist	11.95	
12311 - Registered Nurse I	18.96	
12312 - Registered Nurse II	22.34	
12313 - Registered Nurse II, Specialist	22.34	
12314 - Registered Nurse III	27.02	
12315 - Registered Nurse III, Anesthetist	27.02	
12316 - Registered Nurse IV	32.38	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	17.59	
13011 - Exhibits Specialist I	16.04	
13012 - Exhibits Specialist II	18.80	
13013 - Exhibits Specialist III	22.99	
13041 - Illustrator I	16.04	
13042 - Illustrator II	18.80	
13043 - Illustrator III	22.99	
13047 - Librarian	19.48	
13050 - Library Technician	10.80	
13071 - Photographer I	13.61	
13072 - Photographer II	16.55	
13073 - Photographer III	19.17	
13074 - Photographer IV	21.25	
13075 - Photographer V	24.04	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.43	
15030 - Counter Attendant	7.43	
15040 - Dry Cleaner	9.74	
15070 - Finisher, Flatwork, Machine	7.43	
15090 - Presser, Hand	7.43	
15100 - Presser, Machine, Drycleaning	7.43	
15130 - Presser, Machine, Shirts	7.43	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.43	7.43
15190 - Sewing Machine Operator	10.41	
15220 - Tailor	11.70	
15250 - Washer, Machine	8.21	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	15.48	
19040 - Tool and Die Maker	18.95	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	12.89	
21020 - Material Coordinator	16.03	
21030 - Material Expediter	16.03	
21040 - Material Handling Laborer	10.30	
21050 - Order Filler	10.36	
21071 - Forklift Operator	13.10	
21080 - Production Line Worker (Food Processing)	12.96	
21100 - Shipping/Receiving Clerk	11.25	
21130 - Shipping Packer	11.25	

21140 - Store Worker I	8.62
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.08
21210 - Tools and Parts Attendant	13.35
21400 - Warehouse Specialist	13.35
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.81
23040 - Aircraft Mechanic Helper	12.90
23050 - Aircraft Quality Control Inspector	18.61
23060 - Aircraft Servicer	14.85
23070 - Aircraft Worker	15.82
23100 - Appliance Mechanic	16.39
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	18.79
23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	14.60
23160 - Electrician, Maintenance	18.27
23181 - Electronics Technician, Maintenance I	17.16
23182 - Electronics Technician, Maintenance II	22.01
23183 - Electronics Technician, Maintenance III	23.80
23260 - Fabric Worker	13.95
23290 - Fire Alarm System Mechanic	17.46
23310 - Fire Extinguisher Repairer	13.16
23340 - Fuel Distribution System Mechanic	16.36
23370 - General Maintenance Worker	14.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.24
23430 - Heavy Equipment Mechanic	16.82
23440 - Heavy Equipment Operator	16.36
23460 - Instrument Mechanic	17.46
23470 - Laborer	10.30
23500 - Locksmith	15.48
23530 - Machinery Maintenance Mechanic	20.41
23550 - Machinist, Maintenance	18.35
23580 - Maintenance Trades Helper	12.25
23640 - Millwright	18.53
23700 - Office Appliance Repairer	16.39
23740 - Painter, Aircraft	17.03
23760 - Painter, Maintenance	15.48
23790 - Pipefitter, Maintenance	18.38
23800 - Plumber, Maintenance	17.61
23820 - Pneudraulic Systems Mechanic	17.46
23850 - Rigger	17.46
23870 - Scale Mechanic	15.33
23890 - Sheet-Metal Worker, Maintenance	17.08
23910 - Small Engine Mechanic	14.60
23930 - Telecommunication Mechanic I	17.24
23931 - Telecommunication Mechanic II	18.17
23950 - Telephone Lineman	17.24
23960 - Welder, Combination, Maintenance	16.36
23965 - Well Driller	17.46
23970 - Woodcraft Worker	17.46
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.64

24580 - Child Care Center Clerk	12.12	
24600 - Chore Aid	7.60	
24630 - Homemaker	15.70	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	18.38	
25040 - Sewage Plant Operator	15.81	
25070 - Stationary Engineer	18.38	
25190 - Ventilation Equipment Tender	12.03	
25210 - Water Treatment Plant Operator	15.70	
27000 - Protective Service Occupations		
(not set) - Police Officer	19.41	
27004 - Alarm Monitor	8.88	
27006 - Corrections Officer	15.04	
27010 - Court Security Officer	17.33	
27040 - Detention Officer	15.31	
27070 - Firefighter	15.25	
27101 - Guard I	8.68	
27102 - Guard II	10.21	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	15.25	
28020 - Hatch Tender	15.25	
28030 - Line Handler	15.25	
28040 - Stevedore I	14.46	
28050 - Stevedore II	16.33	
29000 - Technical Occupations		
21150 - Graphic Artist	18.91	
29010 - Air Traffic Control Specialist, Center (2)	30.50	
29011 - Air Traffic Control Specialist, Station (2)	21.03	
29012 - Air Traffic Control Specialist, Terminal (2)	23.16	
29023 - Archeological Technician I	14.35	
29024 - Archeological Technician II	16.05	
29025 - Archeological Technician III	19.88	
29030 - Cartographic Technician	20.56	
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.50	
29040 - Civil Engineering Technician	18.20	
29061 - Drafter I	12.63	
29062 - Drafter II	14.11	
29063 - Drafter III	16.97	
29064 - Drafter IV	19.89	
29081 - Engineering Technician I	16.18	
29082 - Engineering Technician II	16.24	
29083 - Engineering Technician III	19.76	
29084 - Engineering Technician IV	22.89	
29085 - Engineering Technician V	25.36	
29086 - Engineering Technician VI	28.69	
29090 - Environmental Technician	18.20	
29100 - Flight Simulator/Instructor (Pilot)	27.62	
29160 - Instructor	22.02	
29210 - Laboratory Technician	16.88	
29240 - Mathematical Technician	19.89	
29361 - Paralegal/Legal Assistant I	17.10	
29362 - Paralegal/Legal Assistant II	20.28	
29363 - Paralegal/Legal Assistant III	24.73	

29364 - Paralegal/Legal Assistant IV	30.01	
29390 - Photooptics Technician	19.89	
29480 - Technical Writer	22.65	
29491 - Unexploded Ordnance (UXO) Technician I	19.38	
29492 - Unexploded Ordnance (UXO) Technician II	23.45	
29493 - Unexploded Ordnance (UXO) Technician III	28.11	
29494 - Unexploded (UXO) Safety Escort	19.38	
29495 - Unexploded (UXO) Sweep Personnel	19.38	
29620 - Weather Observer, Senior (3)	17.84	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.01	14.01
29622 - Weather Observer, Upper Air (3)	14.01	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	15.21	
31260 - Parking and Lot Attendant	7.83	
31290 - Shuttle Bus Driver	13.20	
31300 - Taxi Driver	8.49	
31361 - Truckdriver, Light Truck	13.20	
31362 - Truckdriver, Medium Truck	13.68	
31363 - Truckdriver, Heavy Truck	14.89	
31364 - Truckdriver, Tractor-Trailer	14.89	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	9.68	
99030 - Cashier	8.20	
99041 - Carnival Equipment Operator	10.24	
99042 - Carnival Equipment Repairer	11.04	
99043 - Carnival Worker	7.87	
99050 - Desk Clerk	8.74	
99095 - Embalmer	17.93	
99300 - Lifeguard	10.19	
99310 - Mortician	18.23	
99350 - Park Attendant (Aide)	12.79	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.67	11.67
99500 - Recreation Specialist	9.29	
99510 - Recycling Worker	11.72	
99610 - Sales Clerk	11.39	
99620 - School Crossing Guard (Crosswalk Attendant)	8.94	8.94
99630 - Sport Official	10.19	
99658 - Survey Party Chief (Chief of Party)	16.18	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.52	14.52
99660 - Surveying Aide	10.60	
99690 - Swimming Pool Operator	9.50	
99720 - Vending Machine Attendant	9.85	
99730 - Vending Machine Repairer	12.25	
99740 - Vending Machine Repairer Helper	9.85	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for

ordance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001 01-NOV-2004 1 SEE SCHEDULE

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Price; and (2) Delivery

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAn 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.  
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(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

NA\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

NA\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

NA\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

NA\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

NA\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

NA\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

NA\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

NA\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

NA\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

NA\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

NA\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

NA\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

- NA\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- NA\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- NA\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- XX\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- XX\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- XX\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- NA\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- NA\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- NA\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- NA\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- NA\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- NA\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- NA\_\_\_ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- NA\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- NA\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- NA\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- NA\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX\_\_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

NA\_\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

NA\_\_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

NA\_\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

NA\_\_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

NA\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

<b>Vehicle/Truck Driver</b>	<b>WG-08</b>	<b>\$16.78 - \$19.58 ph</b>
<b>Painter</b>	<b>WG-09</b>	<b>\$17.96 - \$20.95 ph</b>
<b>Supervisor</b>	<b>WS-10</b>	<b>\$24.96 - \$29.01 ph</b>

NA\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

NA\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

NA\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

NA\_\_\_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

XX\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

NA\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10.U.S.C. 2533a).

NA\_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

NA\_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

NA\_\_\_\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (\_\_\_\_Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

NA\_\_\_\_ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

NA\_\_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

NA\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

NA\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (\_\_\_\_Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

NA\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

NA\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

NA\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

NA\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

NA\_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_Alternate II) (MAR 2000) (\_\_\_\_Alternate III) (MAY 2002) (10 U.S.C. 2631).

NA\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)